



City of Tempe

Request for Proposal: 09-145
Fire Department Vehicle Maintenance and Repair

Wednesday July 22, 2009

Proposed by:



Frontier Emergency Products
2940 W Osborn Rd. Phoenix, AZ 85017

Proposal Checklist for Submittals

- ☒ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- ☒ Four (4) proposal response copies have been included
- ☒ Price Information completed and included
- ☒ Any addenda have been included
- ☒ Description of your firm's services and response time are included
- ☒ Warranty statements (product and service) are included
- ☒ Employees' certifications and experience are included
- ☒ Description hours and location of repair facilities are included
- ☒ Response time is included
- ☒ References are included
- ☒ Pricing catalogs and/or a website address

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>Frontier Emergency Products.</u>	
Company Mailing Address: <u>2940 W. Osborn Rd</u>	
City: <u>Phoenix</u>	State: <u>Arizona</u> Zip: <u>85017</u>
Contact Person: <u>Jennifer Heston</u>	Title: <u>Service Administrator</u>
Phone No.: <u>602-305-7477</u>	FAX: <u>602-305-7573</u> E-mail: <u>Serviceadm@firehockshc.com</u>
<u>Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No.: <u>07677507R</u> or	
Arizona Use Tax No.: _____	
Federal I.D. No.: <u>820584832</u>	
City & State Where Sales Tax is Paid: <u>Phoenix</u> , <u>Arizona</u>	
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Jennifer Heston

Title of Authorized Individual (TYPE OF PRINT IN INK) Service Administrator

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

[Signature]
Signature of Authorized Offeror

7/21/09
Date

Form 201-B (RFP)
(H:/RFP 3-2008)

Pricing Section

GROUP NO.	DESCRIPTION	UNIT PRICE
1	Authorized Cummins Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
2	Authorized American LaFrance Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
3	Authorized E One Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
4	Authorized Saulsbury Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
5	Authorized Rosenbauer Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr.</u> \$ <u>90.00 hr.</u> <u>10</u> %
6	Authorized Spartan Chassis Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr</u> \$ <u>90.00 hr</u> <u>10</u> %
7	Authorized Hackney Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr</u> \$ <u>90.00 hr</u> <u>10</u> %
8	Authorized Seagraves Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
9	Authorized Allison Transmission Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
10	Authorized Detroit Diesel Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %

Pricing Section

GROUP NO.	DESCRIPTION	UNIT PRICE
11	Authorized Hale Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr</u> \$ <u>90.00 hr</u> <u>10</u> %
12	Authorized Waterous Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr</u> \$ <u>90.00 hr</u> <u>10</u> %
13	Authorized Bauer Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ _____ \$ _____ _____ %
14	Authorized Darley Facility <ul style="list-style-type: none"> Hourly rate for labor to repair or replace equipment Hourly rate for scheduled maintenance % discount off replacement/maintenance parts 	\$ <u>90.00 hr</u> \$ <u>90.00 hr</u> <u>10</u> %

NOTE: Copy of catalog and/or price list for % of parts must be included with your response. If catalog/price list is available online, then website directly to catalog or price sheet is acceptable in place of hard copy.

* Applicable Tax 8.3 %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of 1 % 15 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 09-145

and is Addendum No. 1

Procurement Description: Fire Department Vehicle Maintenance and Repair

Change: Page 23, Scope of Work, 4th Paragraph to read "Contractor to be an authorized factory service center or have authorized factory-trained personnel on site to perform repairs on City vehicles. Use of OEM products is preferred on vehicles but City will consider approved equals with the City having the sole discretion of acceptable equals."

Add: Page 25, Proposal Format, Maintenance and Repair Services, First Paragraph, "Indicate whether or not your firm is an authorized factory service center for the Groups proposed. If not an authorized factory service center do you have authorized factory-trained personnel on site to perform installation, maintenance and repair on the City vehicles? Describe the products your firm is proposing on vehicles. Are the products OEM? Are you proposing a equivalent brand? If proposing an equivalent brand, you must provide details about your offering in the response."

Add: Page 25, Proposal Format, Qualifications and Certifications, First Paragraph, "Provide evidence of authorized factory-trained personnel on site and their training as it applies to the Groups being proposed."

Add: Page 25, Proposal Format, Pricing "Complete the Price Sheet on pages 28 and 29. Firms may propose a % discount off replacement/maintenance parts or a % mark-up of their costs."

Delete: Page 29, Price Sheet, Note.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Frontier Emergency Products
NAME OF COMPANY

2940 W. Osborn Rd
ADDRESS (or PO Box)

Phoenix Arizona 85017
CITY STATE ZIP

Jennifer Heston
BY NAME (please print) TITLE

602-305-7477
TELEPHONE

[Signature]
AUTHORIZED SIGNATURE



2940 W. Osborn Rd
Phoenix, AZ 85017
(602) 305-7477 Office
(602) 305-7573 Fax
www.firetrucksaz.com

Maintenance and Repair Services

Services

Frontier Emergency Products offers the most extensive service options available today, including but limited to:

Annual, Semi-Annual, & Monthly Maintenance Services & checks (for chassis, pumpers, aerials, tenders, & foam systems), pump rebuilds, pump services, pump testing, pump replacements, valve rebuilds, valve replacements, CAFs repairs/troubleshooting, CAFs installation/replacements, CAFs servicing, foam system installation and repairs, transfer case rebuilds/replacements, A/C diagnosis/repairs, tank removal/repairs, welding, electrical troubleshooting, emergency and scene lighting repair, emergency and scene lighting replacement, new emergency and scene lighting installations, adjustable and stationary shelving installation/fabrication, equipment mounting, upholstery replacement/repair, siren repairs, siren troubleshooting/replacement, speaker troubleshooting/replacement, Paint, bodywork, custom fabrications, pressure washing/cleaning of aerials, lettering & striping, hose testing, generator installations, intercom system installations, and more...

Hours & Response Time

We offer service at our fixed location in Phoenix or through our Mobile Service Program designed to bring service to our customers. Our normal business hours are Monday through Friday, 7:00 am to 4:30 pm. Most services are available through our mobile service unit, depending of the scope and severity of the work to be performed. Please contact our service department if you would like service work performed at your location.

Frontier also offers 24 hour emergency support and repair services to all our service customers. Just call our toll free number (1-800-466-0434) to speak to a service representative and we will get a technician out to your location.

Depending on location, response times can vary. Immediate assistance via phone call is available during our normal operating hours. If it is an afterhour's emergency, you may call our toll free number to contact our emergency service technician. Just listen for the prompt and press "7" to be automatically connected. If your call is not immediately answered, please leave a message, and a technician will return your call with-in the hour.

Frontier does offer apparatus pick & delivery services for your convenience.

Warranty

Frontier is the authorized Service & Repair Facility for the following:

Rosenbauer America, Hackney Vehicles, Spartan Chassis, Placer Fire Equipment, Hale, Waterous, Darley, Braun Ambulances, Taylormade Ambulances, Lancier Extrication, Harrison Generators, Federal Signal, Whelen, Smart Power.

All apparatus warranties are guaranteed by the apparatus manufacturer if still within their designated warranty period, and are contingent upon manufacturer approval. It is up to the sole manufacturer to extend any warranties offered. Should any apparatus not be covered under the original manufacturer warranty, it is the department's responsibility to pay for the repair.

All parts sold and/or installed by Frontier Emergency Products are warranted by the manufacturer. Frontier Emergency Products accepts no responsibility for fit, type or quality of any vendor items. Should any part be found defective within 30 days of purchase, the part manufacturer will be contacted for replacement/repair. Frontier Emergency Products cannot guarantee replacement/repair for any part after 30 days. It is up to the sole manufacturer.

Frontier Emergency Products warrants workmanship for a period of 30 days. Should any workmanship be found defective after the 30 day period, Frontier Emergency Products cannot guarantee repair and/or replacement. We will however, work with the department to resolve the issue. It is the department's responsibility to give Frontier Emergency Products an ample opportunity to correct the problem. Should any workmanship be found tampered with and/or redesigned, all warranties are now void.

Qualifications and Certifications

Frontier Emergency Products employs three (3) full time dedicated fire apparatus technicians. All our service technicians have many years of experience working on fire apparatus and emergency vehicles. Frontier provides extensive training to our technicians and requires each individual to achieve EVT certification levels resulting in a Master Level Certification. Technicians listed below have achieved or are in the process of achieving certifications with Spartan, Rosenbauer, Braun and EVT.

John Sempson: Technician with over 15 years experience in the design and manufacturing of special use equipment, including fire apparatus. John came to us from California where he had experience working on Fire Apparatus. John specializes in electrical, pumps, and general mechanical applications.

Michael Heston: Michael has worked for Frontier as a parts runner, parts specialist and is now a mechanic. Michael attended GCC Fire Science program. He currently specializes in pumps, equipment installation, and fabrication. Michael has completed Hackney, Spartan, VMUX, Meritor, Braun and Rosenbauer Aerial training.

Brian Hill, Equipment Specialist/ Electrician: Brian came to Frontier with over seven years experience in the Fire Service industry. Part of his fire service history came from his time in the U.S. Air Force. He possesses a strong knowledge of parts and equipment and electrical, along with an extensive background in mechanical service. Brian has completed certification in Spartan, Rosenbauer, Meritor, VMUX, Lancier Extrication Tools, Dakota Fire, Thermo Gel.

Repair Facility

Facility

Frontier Emergency Products is centrally located in the valley at 2940 W. Osborn Rd, just north of downtown Phoenix. We operate a 15,000 sq. ft. facility, with full service truck bays and a dedicated warehouse of fire apparatus parts inventory in excess of \$500,000.00. Our parts inventory holds the most reliable name brands available on the market today, including: Go Light, Akron, Elkhart Brass, Tempest, Streamlight, Kussmaul, and many more! Frontier Emergency Products is also the Spartan Chassis Stocking Part Partner for the state of Arizona. We stock the most commonly used parts on Spartan chassis so you can save your department the freight cost and get the parts you need now.

Response Time

We offer service at our fixed location in Phoenix or through our Mobile Service Program designed to bring service to our customers. Our normal business hours are Monday through Friday, 7:00 am to 4:30 pm. In-house service work can be scheduled at any time, Monday through Friday during normal business hours. For scheduling purposes, we do ask for at least one business day's notice to schedule service work, however, we understand that not all service work is planned and we can adjust our shop schedule to meet your immediate needs. For your convenience, Frontier also offers apparatus pick up & delivery service.

Most services are available through our mobile service unit, depending of the scope and severity of the work to be performed. We do ask for at least 1 business days advanced noticed for planned service work; however we know not all

service work can be planned for. We can make priority service call adjustments to our schedule so that a technician is at your location with-in the hour. Please contact our service department if you would like service work performed at your location.

Frontier also offers 24 hour emergency support and repair services to all our service customers. Just call our toll free number (1-800-466-0434) to speak to a service representative and we will get a technician out to your location. Based on location and availability, a service technician can be dispatched and at your facility within an hour to two hours.

Depending on location, response times can vary. We do suggest you contact our service department immediately for scheduling any service work. In most cases, we can have a technician dispatched and at your facility within an hour to two hours. Should your department need emergency services after hours, we do have a technician on standby. All you need to do is call our toll free number and listen for the afterhours message. When prompted, press "7" and you will automatically be transferred to the emergency service technician. If your call is not immediately answered, please leave a message, and a technician will return your call with-in the hour. Based on what the problem may be, the technician may or may not be dispatched to your location. This will depend on the situation.

Authorized Repair Groups

Frontier Emergency Products is the authorized Warranty and Repair center for the following Groups:

Rosenbauer
Spartan Chassis
Hackney
Hale
Waterous
Darley

Frontier Emergency Products does service all makes and models of fire apparatus, including:

American LaFrance
E-one
Saulsbury
Seagraves

Parts & Products used for repairs

Frontier Emergency Products will always attempt to use OEM and OEM approved parts and equipment for all apparatus repairs. In the event that OEM parts are not available, Frontier Emergency Products will obtain approval to use an acceptable alternate prior to installation.

Frontier Emergency Products currently uses parts and products from over 200 different vendors. Those vendors include, but are not limited to: Akron, Elkhart Brass, Kussmaul, Rosenbauer America, Spartan Chassis, Code 3, Able 2, Tomar, Hackney, Kochek, Waterous, Darley, Hale, Class 1, Streamlight, Coxreels, Federal Signal, Golight, and may more.

References

Quartzsite Fire Department
Fire Chief Kevin Hess

#70 Tyson Drive
PO Box 1889
Quartzsite, AZ 85346
(928) 927-6556
(928) 927-4277 Fax

Circle City/Morristown Fire Dept.
Fire Chief Harry Dame

41026 N. Castle Hot Springs Rd.
PO Box 26
Morristown, AZ 85342
(623) 388-9473
(623) 388-2772 Fax

San Carlos Fire Department
Paul Montolla

PO Box 0
San Carlos, AZ 85550
(928) 200-7304
(928) 475-2416

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 09-145

RFP ISSUE DATE: 06/23/2009

Commodity Code(s): 070-03, 070-57

PROCUREMENT DESCRIPTION: Fire Department Vehicle Maintenance and Repair

928-04, 958-54

928-57

PROPOSAL DUE Wednesday, July 22, 2009, 3:00 P.M. MST

DATE/TIME:

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Friday, July 10, 2009, 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman, CPPB E-mail: Lisa_goodman@tempe.gov Phone No: 480-350-8533

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/purchasing and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, four (4) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene

Michael Greene, C.P.M.
Central Services Administrator

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified in herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall specify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. However, Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in determining proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the proposal or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will remit every effort to make payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with proposal and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.
18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required in order to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Clarifications do not suggest a determination of susceptibility. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror covenants and agrees that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the proposal submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the City Procurement Office, designated Procurement Officer, for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, Proposals may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
 - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.
22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Lisa Goodman
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.
- The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.
43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in Offeror's Proposal being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
 - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

- B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
- C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
9. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.
10. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.
11. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
12. **Current Products:** All offers made in response to this Request for Proposal shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
13. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

14. **Manufacturer's Representative:** Offerors or dealers submitting a proposal as a manufacturer's representative must supplement the proposal with a letter from each manufacturer involved, certifying that the Offeror is a bona fide dealer for the specific equipment presented, that Offeror is authorized to submit proposal on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations pursuant to the Contract, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the Contract term and any renewal term(s).
15. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
16. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

17. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Garage Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

▪ General Aggregate	\$2,000,000
▪ Premises and Operations	\$1,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000
▪ Fire Legal Liability	\$50,000
▪ Blanket Contractual Liability – Written and Oral	\$1,000,000
▪ Garagekeepers Legal Liability – Direct Primary Coverage:	
a. Each Auto	\$500,000
b. Each Occurrence	\$1,000,000

The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.

c. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

d. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.
 - F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.
 - G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
18. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
19. **Sub-Contractor(s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

Scope of Work

The City of Tempe ("City") is seeking proposals from qualified vendors for Emergency Vehicle Scheduled Maintenance, Emergency Vehicle Unscheduled (emergency) Repair, and Emergency Vehicle Heavy Vehicle Repair. The length of the contract is for five (5) years. Multiple vendors may be awarded per group. Award will be made on a per group basis.

All repairs are to be in accordance with current Federal NFPA and manufacturer guidelines.

City will transport vehicles to and from the Contractor's facility.

Emergency Vehicle Inventory:

Vehicle	Year	Make – Manufacturer	Type
E271	2000	Saulsbury	Pumper
E272	2005	Seagrave	Pumper/Aerial
E273	2005	American LaFrance	Pumper
E274	2000	Saulsbury	Pumper
E275	1997	Saulsbury	Pumper
E276	2008	Rosenbauer	Pumper
E277	2008	Rosenbauer	Pumper
E278	2008	Rosenbauer	Pumper
HM272	1991	Utlimaster	HazMat
L273	2007	American LaFrance Eagle Platform	Aerial
L276	2004	E-One Bronto Skylift	Articulating Platform
LT273	2008	Ford F550	Ladder Tender
LT276	1998	Freightliner/FL70	Ladder Tender
Reserve 025	1999	Saulsbury	Pumper
Reserve 028	1997	Saulsbury	Pumper
Reserve 029	1997	Saulsbury	Pumper
Reserve L012	1993	E-One	Aerial/Quint
Reserve L023	1991	LTI	Tiller/Aerial
S276	2004	Hackney M-11	Support/TRT
SI272	2004	Hackney M-11	Special Incident
SQ278	2006	American LaFrance	Heavy Rescue
SS274	1996	Freightliner	Light/Air

Contractor must be an authorized factory service center for any Group proposed. Contractor shall use only OEM products on vehicles.

Group 1 – Authorized Cummins Facility

Group 2 – Authorized American LaFrance Facility

Group 3 – Authorized E One Facility

Group 4 – Authorized Saulsbury Facility

Group 5 – Authorized Rosenbauer Dealer

Group 6 – Authorized Spartan Chassis Facility

Group 7 – Authorized Hackney Facility

Group 8 – Authorized Seagraves Facility

Group 9 – Authorized Allison Transmission Facility

Group 10 – Authorized Detroit Diesel Facility

Group 11 – Authorized Hale Facility

Group 12 – Authorized Waterous Facility

Group 13 – Authorized Bauer Facility

Group 14 – Authorized Darley Facility

Proposal Format

Maintenance and Repair Services

Provide a detailed description of the services that you are able to provide and guaranteed response time for emergency repair for each Group proposed. Provide services for both in facility and mobile service if available.

Provide a detailed statement of product and system warranty. Can the City purchase additional warranty for any products and/or services provided?

Qualifications and Certifications

Provide a detailed description of the employees who complete the scope of work under this contract and their relevant experience. List any training and certification for each employee that will service fire vehicles.

Repair Facility

Provide a detailed description and location of the repair facilities and if any mobile service equipment is available. List the hours of operation for both.

Provide the response time upon notification of repair request for both in facility and mobile services.

References

Provide a list of three references that have contracted similar services. Public Safety references in Government and other municipalities are preferred.

Evaluation Criteria

Award Criteria	Weight	X	Rating	=	Points
1. Maintenance, Repair Services, Warranty, Mobile Services Availability and Response Time	30	X	_____	=	_____
2. Costs	30	X	_____	=	_____
3. Qualifications and Certifications of Key Personnel	20	X	_____	=	_____
4. Repair Facility Location and Response Time	15	X	_____	=	_____
5. References	5	X	_____	=	_____
				Total:	= _____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	7
Good	6
Average	5
Poor	4
Not Addressed or Unacceptable	3
	2
	1
	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Pricing Section

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:	Cecilia Miller	Letters A-E
	Ramona Zapien	Letters F-O
	Penny Brophy	Letters P-Z